IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2255 OF 1986

Bank of Maharashtra ..Plaintiffs

Vs.

Sunderlal Devchand Abhani ..Defendant

Mr.Milind Shewale i/b Ghanekar and Co. for the plaintiffs

None for the defendant

CORAM : S.U.KAMDAR, J
DATED : 24TH FEBRUARY, 2006

P.C.:

1. The present suit is filed for the recovery of Rs.83,339.05 with further interest @ 18% on the principal amount of Rs.62,918.75. The suit claim is on the basis of an overdraft facility extended by the plaintiff bank to the defendant. It is the case of the defendant that the defendant has applied for an overdraft facility and accordingly, an overdraft facility was granted and money was disbursed but there was no repayment.

2. Plaintiffs have also filed original documents of the application and the agreement

which has been executed by the defendant. There was notice of demand dt.21.7.86 and there was a reply dt.29.7.86 denying liability to pay. Defendants are served. Writ of summons reflecting service on the defendant is taken on record. The said writ of summons on the reverse indicates endorsement of service of the writ of summons on the defendant. Inspite of aforesaid, nobody has appeared. No written statement has been filed. By my order dt.10.2.06 I had directed notice to be issued to the plaintiffs and the defendant. Defendant were served with the notice at the residence and there is a report of the office stating that the defendants refused to accept the said notice. Matter was thereafter on board on 23.2.06. None appeared. Matter is therefore kept today for ex-parte decree. Even today none appears for the defendants.

3. In the light of the aforesaid, there shall be decree in favour of the plaintiffs and against the defendants in terms of prayer clause (a) and (b). Plaintiffs will also be entitled to pay the cost of the suit. Suit disposed of. Refund of

Court Fee as per rules.